

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY AND THE CITY OF
DIAMONDHEAD FOR POLICE PROTECTION SERVICES AND OTHER PURPOSES
THROUGH SEPTEMBER 20, 2023**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to re-enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 and §17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of such an Agreement is to provide that Hancock County will, through September 30, 2023, provide governmental services to the City of Diamondhead, as more specifically set forth in the interlocal cooperation agreement, upon payment of certain fees from the City of Diamondhead unto the County of Hancock under the terms and conditions set forth thereto; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the

City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY", that the Mayor is hereby authorized to execute and enter into an Interlocal Governmental Cooperation Agreement with Hancock County and the Hancock County Sheriff=s Office to provide law enforcement services as therein defined; said Agreement being authorized by §17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION ON MOTION MADE BY COUNCILMEMBER DEPREO, SECONDED BY COUNCILMEMBER MORAN, WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 17th DAY OF December, 2019.

| | Aye | Nay | Absent |
|------------------------|-------------------------------------|--------------------------|--------------------------|
| Mayor Schafer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Depreo | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Morgan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Moran | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Councilmember L'Ecuyer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Councilmember Koenenn | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTEST:

Jeannie Klein
CITY CLERK

APPROVED:

Thomas Schafer, IV
THOMAS SHAFER, IV MAYOR





**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY
AND THE CITY OF DIAMONDHEAD FOR POLICE PROTECTION SERVICES AND
OTHER PURPOSES THROUGH SEPTEMBER 30, 2023**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that Hancock County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of Diamondhead, as more specifically set forth herein, upon payment of certain fees from the City of Diamondhead unto the County of Hancock under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely the City of Diamondhead and Hancock County, Mississippi, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "City"), and HANCOCK COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; the City and the County agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead, under the direction of its Mayor and City Council Members, and the County Administrator of Hancock County, Mississippi, under the direction of the Board of Supervisors of Hancock County, Mississippi.

SECTION 2: LAW ENFORCEMENT SERVICES

The County and the City recognize that under Section 135 of the Mississippi Constitution and 19-25-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, the Sheriff of the county is the chief law enforcement officer of the county with criminal jurisdiction and civil process jurisdiction throughout the county, both in the unincorporated areas and in the incorporated areas. The County and the City agree that by the execution of this Agreement, the Sheriff shall likewise exercise that authority granted to the City under § 21-21-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, and shall act as the chief law enforcement officer on behalf of the City pursuant to his powers as Sheriff and pursuant to the authority herein placed upon him by the City by virtue of said statute.

The City and the County have agreed that pursuant to the foregoing constitutional and statutory authority, all law enforcement services needed as necessary in the City shall be

provided by the County through the Sheriff of Hancock County and his deputies. There shall be created a division of the Hancock County Sheriff's Office which shall be known as the Diamondhead Division of the Hancock County Sheriff's Office. The Diamondhead Division of the Hancock County Sheriff's Office hereby adopts the Policies and Procedures in place for the Sheriff of Hancock County as ratified by the Hancock County Board of Supervisors.

A sufficient number of deputies who shall serve in their joint capacity as Deputy Sheriffs of Hancock County and as the law enforcement officers of the City of Diamondhead shall be provided to perform the services in and for the City, hereinafter set forth, and said deputies and their patrol cars and/or vehicles and uniforms shall bear distinct markings indicating that they are members of the Diamondhead Division of the Hancock County Sheriff's Department. The area agreed to for the purposes of this law enforcement services agreement is described as all lands within the City of Diamondhead corporate limits as they exist on the date of this Agreement. The services to be produced by the County in and for the City under this Agreement shall include, but are not limited to, the following:

- (1) The County, acting through its Sheriff's office, shall provide regular patrols within the City in accordance with normal scheduling of patrol officers adequate to cover the City, subject to any limitations herein.
- (2) The County, acting through its Sheriff's Office, shall provide investigative services as necessary to prepare cases for court presentation and to discover violators of the laws of the City, the County and State.
- (3) The County, acting through its Sheriff's Office, shall provide for all emergency dispatch services. (19-5-301, et. seq., Mississippi Code of 1972, Annotated, as Amended).
- (4) The County, acting through its Sheriff's office, shall pick up and transport animals subject to City and County ordinances, to the appropriate shelters per

occurrence at the hourly rate for part-time deputies. (19-5-50 and 21-19-9, Mississippi Code of 1972, Annotated, as Amended).

- (5) The County, acting through its Sheriff's Office, shall provide housing of city prisoners for the City at an agreed upon fee per city prisoner per day, and the City shall be liable for the cost of any medical services which may be provided so long as the inmate shall remain a City prisoner.
- (6) The County, acting through its Sheriff's Office, shall maintain weapons and ammunition purchased by and for the use of the Deputies assigned to the Diamondhead Division of the Hancock County Sheriff's in the Hancock County Armory located at the Sheriff's Office. Those items will be owned by and kept on the inventory of the City of Diamondhead. The weapons and ammunition will be segregated within the Armory to allow accurate inventory control, assignment and use by the Deputies assigned to the Diamondhead Division.
- (7) The County, acting through its Sheriff's Office, shall provide for service of process for all criminal summons to persons residing within the City and County. All assets forfeited by the Sheriff's Office Diamondhead Division within the Diamondhead city limits shall become the property of the City if and when the City and Sheriff agree that a full-time narcotics officer shall be employed for the City. Until such time, all assets forfeited by the Sheriff's Office Diamondhead Division within the Diamondhead city limits shall become the property of the County.
- (8) All fines and forfeitures collected by either the Municipal Court of the City, when established, or the Justice Court, County Court or Circuit Court of the County shall be retained by the respective Courts in accordance with the law as it now exists.

- (9) The Sheriff of the County shall furnish to the City Manager of the City, upon request, a written activity report of the City of the Diamondhead Division of the Hancock County Sheriff's Office which shall set forth arrests, officers assigned to duty, any incidents which may have occurred and any other general information which will be helpful to the City and the County in determining the operation of law enforcement. These reports shall be retained by the respective offices to whom they are furnished and permanently filed in said offices in order to preserve a record of the law enforcement activities conducted under this Agreement. In addition, the Police Chief shall inform the City Manager of any incidents occurring in the city of public concern within 24 hours to ensure that the City Manager has the most current information to advise the City Council.
- (10) The Sheriff of the County, when available, may supplement regular law enforcement officers for the City of Diamondhead with Hancock County Sheriff's Office personnel in any special events within the City of Diamondhead if so requested. Any additional cost for the use of supplemental law enforcement officers will be reimbursed by the City of Diamondhead as mutually agreed upon by the City Manager and the Sheriff.
- (11) In the event an officer or officers of the City of Diamondhead are unable to perform their duties, the Sheriff shall provide supplemental officers. If the Sheriff cannot provide for the number of officers identified in this agreement, the Sheriff shall notify the City Manager within twenty-four (24) hours of manpower shortage. The Sheriff's Office shall, on the next invoice to the City provide the number of shortages along with the date(s) and hours short. The Sheriff shall reduce the amount due for law enforcement services in the amount of the salary plus benefits of the position for this invoice period. The City of Diamondhead will be responsible for reimbursing the Hancock County Sheriff's Office for salaries of said supplemental officers should the number of supplemental officers exceed the number of officers provided in this agreement.

- (12) Under the Fair Labor Standards Wage and Hour Laws, the City of Diamondhead will be responsible for reimbursing the Hancock County Sheriff's Department for any and all Overtime pay for regular law enforcement or supplemental officers including county and state holiday pay.
- (13) Sheriff Deputies assigned to the City of Diamondhead shall have completed any and all required law enforcement training for municipal police officers according to their rank and duties. At least one deputy on duty shall be licensed and/or a certified to administer field sobriety test and breathalyzers in cases of Driving Under the Influence. The law enforcement training and background of any Deputy assigned to the City of Diamondhead shall be provided upon request. The City of Diamondhead shall approve in advance and pay for all training for officers assigned to the City of Diamondhead under this Agreement. In the event a new Deputy is assigned to the City of Diamondhead division, the City shall be given forty-eight (48) hours prior notice, unless such notice cannot be given due to unforeseen circumstances. In the event that the City of Diamondhead has a conflict with a newly assigned Deputy, the City shall notify the Sheriff within forty-eight (48) hours of the assignment and provide sufficient reasons for reconsideration of the assignment by the Sheriff.

The Police Chief of the City of Diamondhead Division shall report monthly to the City Manager regarding the activities of the Diamondhead Division. In addition, the Police Chief shall inform the City Manager of any incidents occurring in the city of public concern within 24 hours to ensure that the City Manager has the most current information to advise the City Council.

- (14) Sheriff Deputies assigned to the City of Diamondhead, being fully commissioned deputies of the Hancock County Sheriff's Office and being fully commissioned as City of Diamondhead Municipal Police Officers and acting as Municipal Police

Officers shall have full authority to operate and use radar inside the corporate limits of the municipality as allowed by the Official Mississippi Attorney General's Opinion dated March 6, 1991, in response to a request by the City of D'Iberville's City Attorney Roland Skinner, regarding the authority of Sheriff's Deputies working under an Interlocal Agreement (City of D'Iberville and Harrison County Sheriff's Office).

- (15) The Sheriff Deputies assigned to the City of Diamondhead shall, in a timely manner, prepare and provide to the Municipal Court Clerk all necessary documents to ensure the prosecution of all cases initiated by said Deputies. Likewise, the Municipal Court for the City of Diamondhead shall, in a timely manner, prepare and provide to the Sheriff's Deputies all necessary documents to ensure the prosecution of all cases initiated by said deputies. The Municipal Court for the City of Diamondhead shall retain copies of all traffic citations and criminal complaints filed before the court.
- (16) Sheriff Deputies assigned the Diamondhead Division shall be issued Diamondhead ticket books and citations issued from those ticket books shall be submitted to the to the City of Diamondhead Municipal Court Department for adjudication.
- (17) In addition, upon agreement of the City and Sheriff additional personal may be added for the performance of necessary services for the City without further modification of this agreement.

SECTION 3: GENERAL PROVISIONS RELATING TO LAW ENFORCEMENT

- (a) The City shall furnish a clerk to its Municipal Court at its own expense. If the City desires, the County may provide a court bailiff to its Municipal Court and the County shall invoice the City of Diamondhead in accordance with the above

specified procedures.

- (b) The County shall furnish the officers to serve the Municipal Court of the City in the manner of the arrest and prosecution of crimes, judgment nisi or any other process which may be issued from the Municipal Court of the City, and an officer shall be present when required by said Court as a witness or to any way assist with the proceedings of the Municipal Court of the City in accordance with § 17-13-9(3)(b) of the Mississippi Code of 1972, Annotated, as Amended.
- (c) It is mutually agreed and understood by the County and City that the purpose of these provisions relating to law enforcement is to effect the joint and several enforcement of penal laws of Hancock County and State, as well as penal laws which are misdemeanors made a violation of a City ordinance by operation of the provisions of § 21-13-9 of the Mississippi Code of 1972, Annotated, as allowed by § 17-13-9 of the Mississippi Code of 1972, Annotated, as Amended.
- (d) The City is to provide vehicles necessary to patrol the City of Diamondhead. These vehicles shall bear the marking "City of Diamondhead" and shall provide services only in the City of Diamondhead. The City of Diamondhead will be responsible for all maintenance and repairs to all City owned vehicles. Any damage caused by Sheriff's officers due to the officer's negligence and not covered by City insurance shall be repaired at the Sheriff's expense. The City shall set a goal to purchase, at a minimum, two (2) new patrol vehicles each year and assign those vehicles exclusively to the Diamondhead Division. As vehicles reach end of life, the Captain of the Diamondhead Division shall reassign vehicles to the City Manager for his reassignment. Neither Hancock County or the Sheriff's office shall have any obligation to provide vehicles for the services hereunder, or costs related thereto.
- (e) The City is to provide computer equipment for officers assigned to the

Diamondhead Division. The City shall set a goal for purchase, at a minimum, two (2) new vehicle mounted computers compatible with the current Records Management System, and assign this equipment to each of the new vehicles purchased.

- (f) It is agreed and understood that the City is to obtain liability insurance coverage for personnel of the Hancock County Sheriff's Office, naming Hancock County and the Sheriff of Hancock County as named insured, and that these efforts will include coverage of personnel serving the City pursuant to this Agreement. It is further agreed and understood that any litigation arising out of the result of the matters set forth in this Agreement shall be handled by the attorney for the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter arising out of the subject of this Agreement.
- (g) It is specifically herein understood that the law enforcement personnel provided by the County under this Agreement shall be given authority to enforce Municipal City Ordinances by the City.

SECTION 4: COST OF LAW ENFORCEMENT SERVICES

The City shall pay unto the County an amount equaling the total salary and benefit cost for all law enforcement services to be rendered under this Agreement, for a term extending until ending pm 30th day of September, 2023. This interlocal agreement is also subject to ratification by the City Council upon the election and seating of same in July 2021. The Sheriff shall invoice the City biweekly for the actual costs of the services.

SECTION 5: FINANCING

The parties may each finance the performance of their respective duties under this

Agreement by any means lawfully available to them. Consequently, no jointly financed staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 6: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 7: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by City, or purchased by the City of Diamondhead pursuant to this Agreement shall remain the property of the City of Diamondhead; all real and personal property owned or purchased by County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

SECTION 8: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION 9: CITY OF DIAMONDHEAD SHALL MAINTAIN LIABILITY INSURANCE

The City and the County herein agree that it shall be the responsibility of the City of Diamondhead to maintain its own general premises and liability insurance, public official insurance and Sheriff's Liability or Police Protection insurance on any matters pertaining to this Agreement, including but not limited to, all law enforcement services. The City of Diamondhead will name Hancock County, Mississippi, and the Sheriff of Hancock County as named insureds on the policy or policies, and will maintain a limit of liability no less than \$1,000,000.00. It is further agreed and understood that any litigation arising out of the matters set forth in this Agreement shall be handled by the attorney for the Hancock County Board of Supervisors and the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter which falls within the purview of this Agreement.

The City of Diamondhead herein promises and covenants to pay Hancock County, on demand, any sum spent or to be spent for litigation costs, attorney fees or the deductible or Self-Insured Risk Retention (SIR) required by any insurance company insuring Hancock County, arising out of any claim made against Hancock County, the Board of Supervisors, its employees, the Sheriff of Hancock County or its employees for any act performed pursuant to this Agreement. Any such sum shall be paid to Hancock County regardless of whether the City's insurance carrier withdraws coverage, dismisses the claim, or otherwise becomes insolvent. Such payments shall be paid within 90 days after the County or the Hancock County Sheriff submits a request for payment with the supporting documentation. This payment provision shall survive the termination of this Agreement to include any claims and lawsuits arising out of services the County has provided in this Agreement. The parties agree and acknowledge that this payment provision is part of the consideration and cost of this contract and is not indemnification.

SECTION 10: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 11: TERM OF AGREEMENT

This Agreement shall become active as of January 1, 2020, when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall expire on the 30th day of September, 2023. This Agreement may be terminated by the mutual agreement of the parties, upon 60 days written notice to the President of the Board of Supervisors and Mayor of the City.

After the expiration of the term of this agreement, this agreement may be extended—to the extent allowed by the Attorney General, to whom this is sent for approval—for additional two (2) year increments upon annual review by the Hancock County Board of Supervisors and Diamondhead City Council, though, both the County and City acknowledges and understands that the term of office for each governing authority prevents each from binding a successor board/council to this Agreement. As such, this Agreement and/or its renewal may be voided by any successor board/council without any recourse or right to the County or City. To the extent this extension is not allowed, this shall be approved without this provision allowing extension.

SECTION 12: AMENDMENT

This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

SECTION 13: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his/her approval, as provided by law. Should the attorney General fail to approve any section of the services listed herein, the governing authorities of the City and of the County will be required to adopt a newly drafted

agreement, unless otherwise stated by the Attorney General.

The Clerks of the City and County shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of the Attorney General, spread said approval or rejection upon the minutes, noting in the minute book where the Attorney General's approval or disapproval may be found. The Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

SECTION 14: JOINDER AGREEMENT BY SHERIFF OF HANCOCK COUNTY

The City and the County recognize that the services provided herein require the approval and cooperation of the Sheriff of Hancock County, who, while independently operating within the County, nevertheless is budgeted by the Hancock County Board of Supervisors, and his activities are necessarily governed by the extent and purposes of the budget approval by the Hancock County Board of Supervisors. Therefore, the Sheriff of Hancock County has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent action.

The Sheriff holds the exclusive right to supervise, direct and manage his/her own employees, to include making assignment of officers to the Diamondhead Division. It is understood that the officers assigned to the Diamondhead Division will operate under the direction of the Sheriff, and that the City, the City Manager, Mayor, City Council Members and City Attorney shall have no authority to issue orders to officers assigned to the Diamondhead Division. Further, the Parties agree that there are no intended third party beneficiaries to this Agreement, and this provides no such right to any person or entity other than the City, The Sheriff's Department, and Hancock County. Further, nothing herein shall be deemed to be a waiver of any immunity, defense or and extension or obligation of any party hereto, and shall not create duties in law when they do not exist otherwise.

The Sheriff holds the exclusive right to investigate all claims of misconduct on the part of any employee of the Hancock County Sheriff's Office, which must be reported to him/her or his/her designee. The Sheriff maintains that all body camera video footage and software information is the sole property of the County and fully administered by the Sheriff. In the event of a public incident involving an employee of the Hancock County Sheriff's Office, the Sheriff or his/her designee shall be the sole person allowed to speak to the media. The City and its officials are precluded from making any statement as it relates to the actions of the employees of the Hancock County Sheriff's Office.

The Sheriff maintains that all Public Information Requests pertaining to law enforcement services shall be directed to the Hancock County Sheriff's Office for property handling in accordance with their approved policy. Any requests made internally, by the City Manager or representatives of the Municipal Court, shall be made to the Captain of the Diamondhead Division in writing.

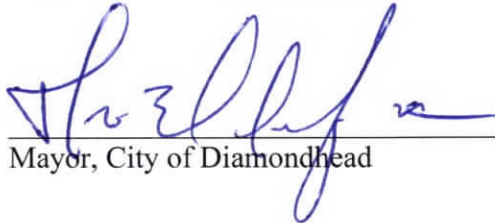
SECTION 15: EXCLUSIONS

Any matters or activities performed in accordance with or pursuant to the Interlocal Agreements or other Contracts involving the South Mississippi Regional Response Team for Weapons of Mass Destruction do not fall within the purview of this Interlocal Governmental Cooperation Agreement.

END OF AGREEMENT

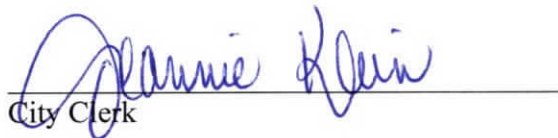
IN WITNESS WHEREOF, I, TOMMY SCHAFER, MAYOR OF THE CITY OF DIAMONDHEAD, the officer duly authorized to the premises by Resolution of the City of Council of the City attached hereto, do hereby set and subscribe my signature on behalf of the City to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and the City of Diamondhead.

WITNESS MY SIGNATURE this, the 17th day of December, 2019.



Mayor, City of Diamondhead

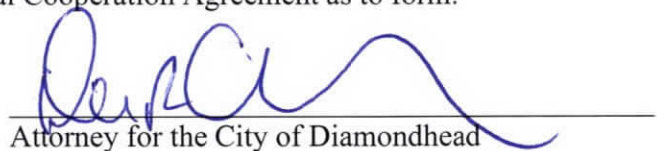
ATTESTED:



City Clerk



I have approved this Interlocal Governmental Cooperation Agreement as to form:



Attorney for the City of Diamondhead



IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Hancock County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2019.

HANCOCK COUNTY
BOARD OF SUPERVISORS

Sheriff of Hancock County, Mississippi

Supervisor, District 1

Attorney for Hancock County, Mississippi

Supervisor, District 2

Supervisor, District 3

Supervisor, District 4

Supervisor, District 5

ATTESTED:
